IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO. 229 OF 2004

IN

SUMMARY SUIT NO. 2543 OF 2004

Mohan G. Sharma .. Plaintiff

versus

Mohara H. Chikane .. Defendant

...

Mr.R.B. Singh for the plaintiff.

Mr.S.P. Singh for the defendant.

CORAM : D.G. KARNIK,J.

DATED : 21st February 2005.

P.C.:

1. Heard the learned counsel for the parties.

2. The plaintiff has filed this suit for recovery of a sum of Rs.1,00,000/- allegedly advanced to the defendant for which she is alleged to have executed a promissory note dated 5th April 2002 (Exhibit-A to

the plaint). By filing an affidavit in reply, the defendant has denied having executed any promissory note. The promissory note bears a thumb impression. In view of the denial by the defendant of having executed the promissory note, and having put the thumb impression thereon, the plaintiff would be requires to prove at trial by adducing proper evidence that the thumb impression on the promissory note is that of the defendant to raise any presumption of consideration u/s.118 of the Negotiable Instruments Act.

3. Hence, the defendant is granted unconditional leave to defend the suit. Suit shall stand transferred to the list of commercial causes. The defendant to file written statement within a period of four weeks.

D.G. KARNIK, J